

Marshall Co.

PPME #2003 (Roads)

7/1/2005 6/30/2007

**A G R E E M E N T**

between

**MARSHALL COUNTY, IOWA  
SECONDARY ROAD DEPARTMENT**

and

**PUBLIC, PROFESSIONAL AND MAINTENANCE EMPLOYEES  
LOCAL NO. 2003  
INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES**

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**July 1, 2005 through June 30, 2007**

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## A G R E E M E N T

THIS AGREEMENT made and entered into as of the 1st day of July, 2005, by and between MARSHALL COUNTY, IOWA, SECONDARY ROAD DEPARTMENT, hereinafter referred to as the "Employer", and PUBLIC, PROFESSIONAL AND MAINTENANCE EMPLOYEES LOCAL 2003, hereinafter called the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

### Article 1 Recognition

The Employer recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment permitted by the Act for all of the Secondary Road Department regular full-time employees, which includes Working Foreman, Mechanics, Inventory and Tire Man, Laborers, Truck Drivers, Sign Men, Bridge Men, Patrol Operators, Equipment Operators, and Engineering Technicians other than Engineering Technician 5. Excluded are clerical, supervisory, all employees excluded by Section 4 of the Act, and all other employees of Marshall County. Reference is made to Public Employment Relations Board Order of Certification Case No. 1505, dated August 15, 1979.

### Article 2 Non-Discrimination in Employment

The Employer and Union agree to comply with any non-discrimination in employment laws that are applicable.

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support or participation or non-participation in Union affairs and/or activities.

Article 3  
Separability and Savings

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Article 4  
Employer Rights

Except to the extent expressly abridged by a provision of this Agreement, the Employer shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty and right, including but not limited to: plan, direct, and control the work of its employees; hire, promote, demote, transfer, assign, and retain employees in positions within the public agency; discipline, suspend or discharge employees for proper cause; to develop and enforce rules for employee discipline; make inspections; maintain the efficiency of governmental operations; to schedule working hours and require overtime work; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services will be purchased or performed by the unit employees; to change or eliminate existing methods, equipment, or facilities; determine and implement methods, means, assignments, and personnel by which the public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the public Employer; initiate, prepare, certify and administer its budget; exercise all other powers and duties granted to the public Employer by law.

Article 5  
No Strike - No Lockout

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or

suggest any strikes, slowdowns, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activity as covered in Section 12 of the Act.

The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

#### Article 6 Grievance Procedure and Arbitration

The parties agree that an orderly and expeditious resolution of complaints and grievances arising out of the interpretation of the terms of this Agreement shall provide for a four (4) step process. A grievance must be presented to the Employer not later than three (3) working days after the occurrence of the event giving rise to the grievance.

Grievances shall be handled in accordance with the following procedure:

Step 1. Orally between the Employee and his immediate supervisor. If the grievance is not settled on an oral basis within five (5) working days after it was presented to the immediate supervisor, it shall be reduced to writing and signed by the Employee and/or the Union on a grievance form and presented to the County Engineer within five (5) working days after the immediate supervisor's oral response.

Step 2. The County Engineer shall meet with the aggrieved Employee and/or the Union within five (5) working days after the written grievance was presented to the County Engineer and the County Engineer shall give his written answer within five (5) working days after this Step 2 meeting.

Step 3. If the County Engineer's answer does not resolve the grievance, the Union and/or aggrieved Employee shall refer the grievance to the County Board of Supervisors, within five (5) working days of receipt of the Step 2 answer. Following a meeting between the aggrieved Employee and/or the Union and a

County Supervisor, to be designated by the Board of Supervisors, to be held within five (5) working days after referral of the grievance to Step 3, the Board's designated representative shall answer the grievance in writing within five (5) working days following the meeting.

Step 4. Any grievance not settled at Step 3 may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within ten (10) working days after the date of the Board's answer given in Step 3.

If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. On a specific grievance, these time limits may be extended upon mutual agreement of Employer and Union. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer.

After either party hereto has so notified the other of its referral of a case to arbitration, the parties will meet within ten (10) working days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators, from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. The Union will strike the first name.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in



which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, ignore, nullify, alter, detract from or add to the provisions of this Agreement. An arbitrator's monetary award cannot be made retroactive to a date prior to the immediately preceding pay period in which the written grievance in Step 1 was filed. The arbitrator's decision will be final and binding on the parties.

Section 18 of the Act is recognized by the parties and the expressed provisions of this Agreement pertaining to the grievance procedure and arbitration are to serve as a clarification and agreement between the parties on these two (2) negotiable items (grievance procedure and arbitration).

#### Article 7 Dues Deduction

Upon receipt of a lawfully executed written authorization from an employee which may be revoked in writing at any time, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction, along with a list of current employees indicating those for which dues have been deducted, by the fifteenth (15th) day of the succeeding month to the official designated by the Union, in writing, to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

#### Article 8 Visitation

The Business Representative of the Union who has been previously identified by the Union to the County Engineer or his designated representative, after obtaining permission from the County Engineer or his designated representative for each visit, will be permitted to visit the jobs or shops to ascertain that the Agreement is being complied with. Said Union representative is not to interfere with the Employer's operation.

Article 9  
Bulletin Boards

The Union shall be permitted to post official Union notices on the bulletin board in the Courthouse Secondary Road Department location and the Boone Street Maintenance Shop. Said notices must receive prior approval of the Employer.

Article 10  
Rules and Regulations

The Employer may, from time to time, develop, put into effect, and enforce work rules through employee discipline. Said rules will be sent to the Union thirty (30) days prior to their effective date.

Article 11  
Leaves of Absence

Leaves of absence without pay and without loss of seniority may be granted to an Employee by the County Engineer for any personal reason not to exceed ten (10) working days. The County Board of Supervisors may decide to extend said leave for up to additional thirty (30) day period(s). Any request for a time period in excess of one (1) day must be in writing, stating the reason(s) for a leave of absence at least five (5) working days before said leave would commence, and the Employer will respond in writing. In the case of personal illness or personal injury, the employee shall, at the request of the Employer, furnish a medical doctor's statement attesting to said employee's physical condition and/or inability to work before said leave is granted. The Employer may also require a medical doctor's signed statement verifying that the employee is released to return to work and assume their regular job duties.

Except for the first ten (10) working days, as stated above in paragraph one, an employee granted a leave of absence shall not accrue retirement, earn vacation, or earn sick leave during the period of such leave except as otherwise provided by state law. During the first thirty (30) days of said leave, seniority will continue to accumulate.

If the employee does not return to work immediately upon the expiration of the leave of absence, or extension thereof, said employee shall be terminated.

Upon return from leave of absence, the employee shall return to their former job, if physically qualified, and if said job is in existence.

If an Employee desires insurance coverage during a leave of absence, the Employee shall pay the full premium prior to the first day of the month for which such continued insurance coverage is desired.

## Article 12 Military Leave of Absence

The Employer recognizes an employee's re-employment rights provided on his behalf by the Universal Military Training and Service Act.

## Article 13 Hours of Work

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of the daily and weekly work schedule shall be made by the Employer.

Normal Work Week - Said work week starts at 12:01 A.M. Saturday and runs through Midnight the following Friday.

Summer Season - Except as hereinafter provided, the normal work day shall consist of ten (10) hours of work. One-half (1/2) hour, from 12:00 Noon to 12:30 P.M., shall be observed as an unpaid lunch period. The normal work week shall consist of forty (40) hours and after earning forty (40) compensated hours, an employee may be sent home and placed in non-pay status for the balance of said work week.

Engineering Technicians. The ten (10) hour day work schedule during the summer season will not apply to Engineering Technicians, who will work a varying schedule so as to coincide

with the presence and work schedules of contractors performing work for the Employer. Normally, the Engineering Technicians will work five (5) eight (8) hour days during the summer season, plus an additional 2½ hours during the week. Overtime at the rate of one and one-half times the Engineering Technician's regular rate of pay shall be paid for such additional 2½ hours.

Split Schedules. During the summer season, all truck drivers (except two truck drivers selected by the Employer), sign crews and all equipment operators shall normally work Monday through Thursday. One of the truck drivers selected by the Employer will normally work Monday through Thursday and the other such truck driver will normally work Tuesday through Friday; provided, however, that such truck drivers may trade their days off with each other so long as the Employer is informed of such change in schedule not later than the end of the preceding work week and provided such change does not result in either of such employees working more than forty (40) hours during the normal Monday - Friday work week.

The four (4) Patrol Maintenance Facilities shall be open for operations five days per week during the summer season and employees assigned to such locations, as well as all mechanics assigned to the central shop, shall determine, by seniority, which days of the week such individuals shall work (i.e., Monday - Thursday or Tuesday - Friday), so long as there is at least one employee on duty at all times at such locations during the Monday - Friday work week. Once such determination is made, such work schedule shall apply for the duration of the summer season, subject to the following sentence. Employees may trade days off with another Employee at the same site provided the Employer is informed of such change in schedule not later than the end of the preceding work week and provided such change does not result in an employee working more than forty (40) hours during the normal Monday - Friday work week.

Winter Season - The normal work day shall consist of eight (8) hours of work. One-half (1/2) hour, from 12:00 Noon to 12:30 P.M., shall be observed as an unpaid lunch period. The normal work week shall consist of forty (40) hours, and after earning forty (40) compensated hours, an employee may be sent home and placed in non-pay status for the balance of said work week.

During said summer season, any hours worked in excess of ten (10) hours in a day or forty (40) hours in a work week must be assigned and approved of by the Employer. During said winter season, any hours worked in excess of eight (8) hours in a day or forty (40) hours in a work week must be assigned and approved of by the Employer, and said employee can be removed from duty any time after said forty (40) hours in a week are worked or paid for.

Season Duration - The summer season shall commence the third (3<sup>rd</sup>) Saturday in March and run for thirty-four (34) consecutive weeks. The winter season shall be the remaining weeks in the consecutive twelve (12) month period.

Rest Periods - The Employer shall grant, with pay, one (1) rest period from 9:15 A.M. to 9:30 A.M. in the morning, and one (1) rest period from 2:30 P.M. to 2:45 P.M. in the afternoon.

Upon Employer approval, on an individual employee basis, the aforementioned prescribed times and arrangements for lunch and rest periods may be changed.

Travel time from point of origin to site of work and return shall be considered part of the working day. Point of origin for all workers shall be the respective maintenance building to which each employee may be assigned.

Overtime.

Overtime will be paid at the rate of one and one-half (1½) times the employee's straight time hourly rate for hours worked in excess of eight (8) hours in any one (1) work day. Work performed on Saturday, Sunday or a recognized paid holiday will be paid for at one and one-half (1½) times the employee's straight time hourly rate. Overtime shall not be paid more than once for the same hours worked.

Any work performed outside of the normal designated work day hours must have prior approval by supervisory personnel. Each employee performing work at times other than during the normal work day hours must notify a supervisor at the time he/she starts and at the time he/she completes the work.

(To implement the change in the summer season work schedule from the 9 hour day, 5 days a week under the 2002-2003 contract to the 10 hour day, 4 days a week schedule under the 2003-2005 contract, the new summer work schedule will be placed in effect as of 12:01 a.m. on Saturday, July 5, 2003).

Article 14  
Jury Duty

An employee required to serve as a juror shall turn over to the Employer all compensation received as a juror and the Employer shall pay the employee his/her regular wages for the period of jury service. Verification of jury service can be required from the Clerk of Court. The employee shall report for work if released from jury duty by 12:00 Noon of any work day.

Article 15  
Sick Leave

Section 1. Each full-time regular employee shall earn sick leave at the rate of thirteen and one-half (13 1/2) hours per month of continuous employment. Maximum accumulation shall be one thousand eighty (1,080) hours. An employee must work ten (10) or more days in a month to earn said thirteen and one-half (13 1/2) hours, and vacation time counts toward this ten (10) day requirement.

Section 2. Sick leave can be taken in no less than one-half (1/2) hour increments. In no event can an employee report for work, leave work on sick leave, and return to work on the same work day.

Section 3. The Employer can require medical doctor's statement anytime to verify sick leave prior to making payment. For absence of more than two (2) consecutive days, said medical doctor's statement may be required.

Section 4. Sick leave can only be used for the employee's off-the-job personal illness or injury. Except that an employee injured on the job covered by Worker's Compensation insurance paid for by the Employer will be compensated for the difference between the sick leave wage rate and the amount paid by Worker's Compensation until the employee's cumulated sick

leave is consumed. Said accumulated sick leave will be reduced in accordance with the hours used to the nearest hour.

Section 5. Sick leave time does not count as time worked toward the computation of overtime.

Section 6. Except as provided in Section 9 hereof, any unused sick leave will be forfeited on the date of resignation or dismissal.

Section 7. Medical doctor appointments, dental appointments and vision appointments can be taken off work out of paid sick leave.

Section 8. Employee immediate family (those people residing in the Employee's immediate household) serious illness absence substantiated by a medical doctor's statement of need, may be paid for out of earned sick leave. Said absence is not to exceed one (1) day per occurrence and is for the following:

- (a) providing transportation for and accompanying the individual for emergency out-patient services;
- (b) providing transportation for and handling admission procedures for the individual going to the hospital;
- (c) being in attendance during surgery, child delivery or other times when the patient is in an 'intensive care' condition;
- (d) providing transportation for and handling discharge procedures for the individual returning from the hospital.

It does not include:

- (a) taking the individual to regular scheduled appointments for medical or dental care, that cannot be substantiated by a doctor's statement of need for the Employee to be present at such appointment;
- (b) hospital visitations for situations not listed above.

Section 9. Effective July 1, 1989, a sick leave conversion account shall be established for any Employee who has accumulated a maximum of 1,080 hours of sick leave and such conversion account shall thereafter be credited for hours of sick leave earned by such Employee in accordance with Section 1 of this Article 15. For every even increment of 100 hours of sick leave accumulated in the conversion account, an Employee shall be entitled to one day of paid vacation, to be scheduled pursuant to mutual agreement of the Employee and the County Engineer. Such vacation time-off must be taken in full day increments. Any sick leave used to cover absences from work in accordance with the other provisions of this Article 15 shall be charged to the Employee's regular sick leave account and not to the conversion account and hours of sick leave earned thereafter shall be first credited to the regular sick leave account until that account again equals 1,080 hours. Employees who retire or voluntarily quit shall be paid for all hours accumulated in their sick leave conversion account on the basis of one day of vacation for each 100 hours of sick leave in their conversion account, as though it was vacation credit upon termination of employment, payable to the closest one-half day.

Article 16  
Funeral Leave

Each regular full-time Employee shall, after completion of the probationary period, be eligible for a paid leave of absence of one day (day of the funeral) in the event of the death of any of the relatives hereinafter referred to in this Article 16. Three days, in addition to the day of the funeral, may be taken for the purpose of making arrangements and handling estate affairs in the event of the death of the following relatives: Spouse, parent, child and stepchild living as a regular member of the Employee's household. Two days, in addition to the day of the funeral, may be taken for the same purposes in the event of the death of the following relatives: Brother, sister, mother-in-law and father-in-law. Only one day of funeral leave may be taken in the event of the deaths of the following relatives: Employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents and step-parents. Only days absent which would have been compensable work days will be paid for. No payment will be made during vacations, holidays, layoffs or other leaves of absence. Payment shall be made on the basis of the scheduled work day missed. The



Employee must attend the relative's funeral in order to qualify for funeral pay. In the event funeral leave is taken during an Employee's vacation period, said vacation will be extended accordingly. If the funeral is more than 200 miles from Marshalltown, Iowa, one additional day will be allowed for the purpose of attending the funeral.

#### Article 17 Transfers

An employee permanently transferred to a different job classification will be paid the applicable hourly rate of their new job classification.

When an employee's normal work duties cease, the Employer can transfer said employee to the job classification that fits said employee's assigned duties. An employee temporarily transferred will be paid for all hours worked that day at the job classification hourly rate in which they worked the majority of hours that day, but in no case shall the rate be lower than the employee's normal classification rate.

In order to receive the higher job classification rate, the Employee must be qualified to perform the higher job classification work.

#### Article 18 Seniority

Seniority means an Employee's length of continuous service with the Employer since their last date of hire. Seniority shall be administered on a unit wide basis.

A new employee shall serve a probationary period of up to six (6) months. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their date of employment. They may be terminated for any reason during the probationary period without recourse to the grievance procedure.

After completion of the probationary period, an employee is eligible for the following fringe benefit coverages: Sick leave, funeral leave, jury duty, recognized paid holidays

and group hospital and surgical insurance coverage for family members, as specified in Article 19.

Except as specified otherwise in this paragraph, no permanent vacancy or newly created job classification in the bargaining unit will be filled by hire, promotion, or transfer until such vacancy has been posted for a period of five (5) days and present employees have had the opportunity to apply for such positions and to have their applications considered. The posting shall include a copy of the job description and shall also state the shop that the employee will be reporting to. Any employee can submit a bid for consideration. Where qualifications as determined by the Employer are considered equal, seniority will govern as to who is selected as the successful bidder. The name of the successful bidder will be posted. Should the Employer decide not to select any bidder, the Employer can then fill the vacancy from hire or transfer from outside the unit. Vacancies for Working Foremen within any of the job classifications and promotions and/or transfers within the Truck Driver and Engineering Technician job classifications are exempt from the bidding procedure and no job posting is required.

Required job postings will be announced over the air in the presence of the Union Steward.

The Union shall be furnished with a seniority list for all Employees covered by this Agreement within thirty (30) days after its execution. The seniority list shall designate the Employee's date of hire and permanent job classification, those job classifications in which the Employee is qualified to receive the rate of pay of such classification for any work performed in such classification and those job classifications to which the Employee is qualified to exercise bumping rights in the event of a layoff. Copies of the seniority roster will be provided to each Employee and any Employee shall have the right, within thirty days after distribution of such roster, to challenge, through the grievance procedure, the accuracy of the data set forth thereon insofar as it pertains to such Employee. In the absence of such challenge, the data shall be deemed correct and shall apply to any job bidding, transfer, layoff or recall procedure.

When the working force is to be reduced, the Employee with the least unit-wide seniority in the job classification

affected shall be the first laid off. The Employee removed can then replace any Employee who has less seniority in any job classification for which he/she has bumping rights as specified on the seniority roster. On recall from layoff, Employees will be returned to work in the reverse order in which they were laid off, if they are qualified to perform the work available. Prior to placing any lay-off in effect that will last for more than ten (10) working days and prior to any recall of laid off Employees, the Employer shall so notify the Union at least thirty calendar days prior to the lay-off or recall becoming effective.

Employees on layoff shall notify the office of the County Engineer of any change of address or availability for recall.

Employees to be recalled after a layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. A copy of such notice shall be given to the Union.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged.
- (c) Engaging in other work while on leave of absence or giving false reason for obtaining leave of absence.
- (d) Two (2) consecutive days of absence without notice to the Employer.
- (e) Failure to report for work at the end of leave of absence.
- (f) Failure to report to work within three (3) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records.
- (g) Seniority rights will be forfeited after the continuous period of layoff exceeds one (1) year.

It is the employee's responsibility to keep the Employer informed of their current address and phone number.

As long as an individual is employed by the Employer, either in or out of the bargaining unit, their length of service seniority continues to accumulate.

Any Employee shall have the opportunity to be trained for different job classifications and for various pieces of equipment in the County. Any Employee requesting training shall make such request in writing to the County Engineer. Such request shall not be unreasonably denied. The scheduling of such training shall be determined by the County Engineer.

During training, the Employee shall be paid his/her regular hourly wage rate. Completion of up to thirty (30) days of acceptable work, as determined by the Employer, shall deem the Employee entitled to receive pay at the rate of such job classification for all work performed in said classification. Training shall be credited to each Employee trained and shall be kept on file by the County Engineer.

## Article 19 Insurance

### Health Insurance

Effective July 1, 2005, the Employer agrees to cover each regular full-time employee with group health insurance, which insurance will be Select Benefit Plan No. 2, a general description of which is attached hereto as Exhibit B. The Employer will pay the full cost of the single policy beginning the first day of the calendar month following the employee's date of hire. If the employee wishes to have family coverage, the employee will pay the full cost of the family coverage less the premium cost for single coverage. After completion of the probationary period, the Employer will continue to pay the full cost of single coverage and, if the employee desires to continue his family coverage, the employee will pay \$110.00 per month toward the difference between the single coverage rate and the family coverage rate and the Employer will pay the balance of such difference, beginning with the first day of the calendar month following completion of the probationary period. If a regular full-time probationary employee wishes to have family

coverage prior to the first day of the month following completion of the probationary period, the employee will pay the entire premium for family coverage, less the premium for single coverage, and receive family coverage beginning the first day of the calendar month following the date of hire.

#### Life, Accidental Death and Dismemberment Insurance

The Employer will also purchase a \$10,000 Life Insurance policy including a \$10,000 Accidental Death and Dismemberment policy, for each full-time employee. The policy will provide twenty-four (24) hour coverage, including occupational coverage. The insurance paid by the Employer for each employee will be effective the first billing date following the completion of the probationary period.

For all insurance coverages the Employer reserves the right to select the carriers and maintain substantially the same coverage levels.

If off work due to personal illness or injury, the Employer will continue to pay the single coverage monthly premium and the agreed-upon Employer family coverage premium contribution percentage until the employee's sick leave is exhausted.

#### Article 20 Job Classifications

##### Truck Driver

Truck Driver 1	Probationary employee.
Truck Driver 2	Full-Time General County help, operates trucks safely and efficiently and all of its related operations.
Truck Driver 3	Same as Truck Driver 2, with demonstrated leadership qualities and the skill and ability to operate a motor grader on a part-time basis, fully capable of operating all maintainer district functions, and/or other types

of county-owned equipment not normally required of a Truck Driver.

Patrolman 1	Probationary employees.
Patrolman 2	Capable operator of patrol on full-time basis. Responsible for snow removal and road blading in his/her district on a year around basis. Also performs Truck Driver duties.
Mechanic 1	Probationary employee.
Mechanic 2	Trainee for Mechanic 3 position.
Mechanic 3	Journeyman Mechanic, which also includes record keeping and parts procurement.
Mechanic 4	Working Foreman of Mechanics.
A-Operator 1	Probationary employee.
A-Operator 2	Trainee for "A" Operator 3.
A-Operator 3	Capable operator of a patrol and either of the following on a regular basis: dragline and/or hydraulic excavator. Has Working Foreman responsibilities.
B-Operator 1	Probationary employee.
B-Operator 2	Trainee for "B" Operator 3 classification.
B-Operator 3	Capable operator of a patrol and either of the following on a regular basis: Front-end loader, shouldering machine (Blaw-Knox), dozer and/or backhoe. Has Working Foreman responsibilities.
Working Foreman	Working Foreman of large crews and projects.
Sign Crew 1	Probationary employee.

Sign Crew 2	Full-time Sign Crew.
Sign Crew 4	Working Foreman of Sign Crew. Classified as an independent operator.
Engineering Technician 1	Inspector trainee.
Engineering Technician 2	Draftsman, surveying and inspection responsibilities. Must be designated as a certified aggregate technician.
Engineering Technician 3	Handles some independent decisions. Must be certified as asphalt and/or concrete plant technician.
Engineering Technician 4	Meets all requirements of Engineering Technician 3, is certified in all required phases of inspection and meets all independent inspector requirements.

The basic difference in the classifications are degree of individual responsibility and ability to operate safely and efficiently various pieces of county-owned equipment.

All job classifications except for Engineering Technicians must be a capable operator of a truck on either a full- or part-time basis. (Except for snow and ice operations).

The following classifications must be a capable operator of a truck with respect to snow and ice removal: Truck Driver 2 and 3; Operator 2 and 3; Mechanic 2, 3 and 4; Sign Crew 2 and 4.

All employees classified prior to July 1, 1995 as "Single Axle 2" will be reclassified effective July 1, 1995 as "Truck Driver 2" and all employees classified prior to July 1, 1995 as either "Single Axle 3" or "Tandem Axle 2" will be reclassified effective July 1, 1995 as "Truck Driver 3". Employees in the "Truck Driver" classifications could be assigned to operate either a single or tandem axle truck depending upon their abilities.

Each job classification description includes "house-keeping", "regular equipment care", and "performance of other duties as assigned by Employer". Until April 1, 1992, all unit employees must, at a minimum, have and keep in effect a chauffeur's license. By April 1, 1992, all unit employees, except Engineering Technicians, must have and keep in effect a valid commercial driver's license of the class required by law to operate the type of vehicle to which the employee is assigned. Such license must authorize the employee to operate a vehicle equipped with air brakes. Employees are encouraged to obtain a hazardous materials endorsement to such license.

Vacancies in the Mechanic classification shall be posted at the Mechanic 2 level and any regular full-time mechanic Employee who has been in the Mechanic 2 classification for ninety days will automatically advance to the Mechanic 3 classification.

Vacancies in the A-Operator and B-Operator classifications shall be posted at the A-Operator 2 and B-Operator 2 levels, respectively, and any regular full-time A-Operator or B-Operator who has been in the A-Operator 2 or B-Operator 2 classifications for ninety days will automatically advance to the A-Operator 3 or B-Operator 3 classifications, respectively.

## Article 21

### Holidays

All employees except probationary, seasonal, and part-time, are eligible for the following recognized paid holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Friday following Thanksgiving Day, and Christmas Day. In addition to the above-mentioned recognized holidays, eligible employees shall be allowed one (1) floating holiday per calendar year, which floating holiday shall be designated by vote of all employees of the unit immediately prior to January 1 of each year, but subject to the approval of the Employer. The floating holiday may be celebrated by the Engineering Technicians on the same day as the other courthouse employees. With respect to the summer season work schedule, when the Good Friday, Memorial Day, Independence Day and Labor Day holidays are observed on a Monday or Friday, an employee who is not scheduled to work on such day of the week shall recognize such holidays on the preceding



regularly scheduled work day if the holiday falls on Friday and on the immediately following regularly scheduled work day if the holiday falls on Monday.

Regular full-time Employees shall receive a normal day's pay for holidays not worked that occur during the period in which he/she is actively at work. Employees who are scheduled to work on any of the recognized holidays enumerated in this Article shall be paid a normal day's pay for the holiday plus one and one-half times the Employee's base hourly rate for all hours worked on the holiday.

A holiday occurring Saturday shall be observed on the Friday preceding and a holiday occurring on Sunday shall be observed on the following Monday.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after such holiday, unless said employee is on paid sick leave these two (2) days. If the employee is absent only the last scheduled day before or the first scheduled day after the holiday as a result of personal illness substantiated by a medical doctor's written statement or on-the-job injury or Employer excused absence, the employee shall be considered as having met these requirements. Any employee on leave of absence or layoff is not eligible for holiday pay.

An employee shall be entitled to an additional vacation day when a holiday occurs during their time off work due to vacation. Said day must be taken in conjunction with the vacation period.

Due to the increased number of long weekends, it is understood that each employee will keep his/her supervisor informed of his/her whereabouts should it become necessary to cope with an emergency situation (snow storms, ice storms, tornadoes, etc.).

## Article 22

### Vacations

Requests for vacation time during the following year must be submitted to the County Engineer by December 15 of the

preceding year. Such requests will be approved by seniority and according to other provisions of this Article. The approved vacation schedule shall be developed with these requests. Vacation requests received and approved in this manner shall have precedence over seniority in the approval of all additional vacation requests received. After the December 15<sup>th</sup> date for submitting vacation requests, the Employer shall have the right to block out four days during the ensuing calendar year which will be designated as Safety Meeting days and on such days no vacation time off may be scheduled.

One week of earned vacation can be taken off work, as floaters, one-half (1/2) day at a time. Any remaining vacation time must be taken off work in whole day increments. Adequate advance notice and Employer approval are required for all vacation. Notice given not later than noon on the day before the employee desires to be gone is considered to be adequate. Notice later than that time is not adequate. In the event of an emergency, a shorter notice may be accepted by the Employer.

Employees who are discharged for cause, or employees who quit without a minimum of two (2) weeks' advance notice to the Employer, shall forfeit vacation pay.

When an employee retires or becomes deceased, he/she or the employee's estate shall be entitled to his/her earned vacation time.

Vacation schedules shall be released by the County Engineer following receipt of all requests on or prior to January 1 of each year for the following calendar year.

Vacation time preference shall be based on seniority with the following limitations:

- (1) Only one (1) employee from each of the following work groups may be on vacation at any-one time:
  - (a) Employees permanently assigned to an individual Patrol Maintenance Facility (Minerva, Melbourne, Lynks or Ferguson).
  - (b) Operators Classifications.
  - (c) Mechanics.

(d) Sign Crew.

(e) Engineering Technician.

- (2) No more than three (3) employees in the aggregate from the Truck Driver classifications may be on vacation at any one time.
- (3) No more than three (3) employees in the aggregate from the Patrolman classifications may be on vacation at the same time.
- (4) No more than six (6) total unit employees, excluding the Engineering Technicians, will be on vacation at the same time.

Vacations cannot be postponed or deferred from one year to the next.

In order to qualify for vacation time and pay, the employee must be on the Employer's active payroll on the January 1 cutoff date of the vacation year. January 1 of each calendar year is the date upon which each employee's vacation time and pay earned in the prior twelve (12) month period will be determined.

Employees qualify for vacation as follows:

<u>Continuous Service as of January 1 of the Vacation Year</u>	<u>Vacation Time and Pay</u>
After 1 year	40 hours
After 2 years	80 hours
After 6 years	120 hours
After 15 years	160 hours

In the event a new hire does not have twelve (12) months continuous service with the Employer prior to the January 1 cutoff date, said employee will receive vacation time and pay in accordance with the following example:

July 1, 2002

Employee start date

January 1, 2003	As of this vacation cutoff date, the employee has six (6) months of continuous service.
July 1, 2003	Employee now has one (1) year of continuous service and is now eligible for 20 hours of vacation time and pay.
January 1, 2004	Employee now qualifies for 40 hours of vacation time and pay.

After an employee has taken off the first 40 hours of vacation time, all further vacation time off must be taken in full day increments.

Vacation will be paid for on the basis of the normal work day missed or normal work week missed (i.e., a normal day's pay, which will vary depending upon whether the vacation day or days occur during the winter season or summer season).

The Employer's past practice of permitting an employee to take one (1) day of vacation at a time due to weather element shall continue in the future upon an employee's proper notification and approval of the Road Superintendent.

An employee will be permitted to work a partial day on any regularly scheduled work day that the employee is scheduled to observe a final increment of vacation, if that increment is less than a full day, in order that the employee not lose any pay for such day as a result of taking less than a full day of vacation time-off on such day.

### Article 23

#### Safety Rules and Working Conditions

The Employer shall make reasonable provision for the safety and health of its employees during their hours of employment, and furnish safety equipment the employees are required to use or wear, except equipment replaced due to abuse or lost by employee, which shall be at cost to employee.

In case of injury due to work, or incurred while working, all such injuries must be reported to the Engineer's office on the same day the injury is sustained.

A Safety Committee will be responsible for meeting quarterly to evaluate department safety, make plans and recommendations and counsel as necessary concerning the effective administration of the safety program. The Safety Committee will consist of four (4) people, with two (2) from the Employer and two (2) from the unit represented.

The Employer recognizes the bargaining unit's right to have a Steward and one can be elected by the employees from among the employees in the unit.

#### Article 24 Wage Rates

Reference is made to Exhibits A-1 and A-2, Job Classifications and Straight Time Hourly Wage Rates, which are a part of this Agreement.

#### Article 25 Longevity

For each completed year of service, an eligible employee will receive two cents (\$.02) per hour which will be added to the employee's straight time hourly wage rate. The maximum number of service years that longevity will be paid upon is twenty-five (25) years. Any longevity increase changes will be made effective beginning the following payroll period.

#### Article 26 General

Personal car mileage allowance approved by the Employer will be paid for as provided in the Code of Iowa.

An employee that is off work on a fire call during scheduled working hours will be compensated for time missed.

An employee is not to be present on the Employer's facilities while off duty.

Paychecks will be available by noon every other Friday for work performed in the pay period ending the preceding Friday.

An eligible employee can participate in any tax sheltered annuity program that is made available through the County to the employees.

Each Employee will be given a written notice once every three (3) months advising as to the amount of his accrued sick leave, sick leave conversion account and accrued vacation, reflecting a monthly breakdown of such accruals.

#### Article 27 Negotiations Time

Only two (2) persons on the Union Contract Negotiations Committee will be paid for time lost during normal working hours. The Employer's total obligation to pay for time lost under this Article will not exceed thirty (30) hours in the aggregate and such lost time must be used in negotiations, which includes mediation, fact-finding and arbitration. Pay for time lost applies only when in joint negotiations meetings with the Employer.

#### Article 28 Workers Compensation

The following provisions apply in the case of an Employee who is absent from work due to a work-connected illness or injury, anything to the contrary elsewhere in this Agreement notwithstanding:

Section 1. The Employer will continue to pay the single coverage monthly premium and the agree-upon Employer family coverage premium contribution under the group insurance plan until the earlier to occur of the following events:

- (a) completion of the healing period and release to return to work;

- (b) determination that Employee is disabled and unable to return to work;

as determined by the treating physician or, if the Employee appeals the determination of the treating physician, as determined by the Industrial Commissioner.

During such absence, if the Employee desires continuation of family coverage, the Employee must pay to the Employer his share of the family coverage premium prior to the first day of the month for which continued family insurance coverage is desired.

Section 2. The Employee will not be entitled to receive any holiday pay during such absence nor shall he earn any sick leave, unless he has worked at least ten (10) days in the month, as provided for in Section 1 of Article 15.

Section 3. The Employee will continue to accrue seniority, vacation entitlement and longevity during such absence just as though actively at work.

## Article 29

### Duration of Agreement

Except as provided below, this Agreement shall become effective as of July 1, 2005, and shall continue in effect through June 30, 2007, and shall be automatically renewed under the same terms and conditions for consecutive one year periods thereafter unless on or before September 1, 2006 or on or before September 1 of any year thereafter either party gives written notice to the other party of its desire to modify or terminate this Agreement. Notice of either modification or termination shall have the effect of staying automatic renewal of this Agreement.

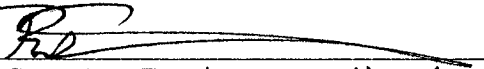
During the life of this Agreement, neither the Employer nor the Union will be required to negotiate on any further matters affecting this Agreement or any other subjects not specifically set forth in this Agreement.

Signed this 30<sup>th</sup> day of December, 2004.

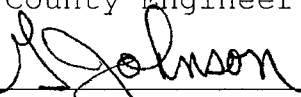
EMPLOYER

SECONDARY ROAD DEPARTMENT  
MARSHALL COUNTY, IOWA

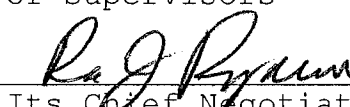
By

  
County Engineer 12-16-04

By


  
Chairman, County Board  
of Supervisors

By


  
Its Chief NegotiatorUNION

PUBLIC, PROFESSIONAL &  
MAINTENANCE EMPLOYEES LOCAL 2003

By

  
Business Representative

By

  
Employee Representative

By

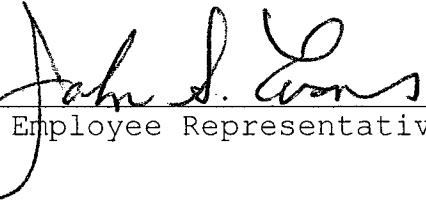
  
Employee Representative



EXHIBIT A-1

## Job Classifications and Straight Time Hourly Wage Rates

<u>Job Classification</u>	<u>Hourly Rates Effective First Full Pay Period Commencing After July 1, 2005</u>
Truck Driver 1	\$16.73
Truck Driver 2	\$17.03
Truck Driver 3	\$17.32
Patrolman 1	\$16.97
Patrolman 2	\$17.38
Mechanic 1	\$17.55
Mechanic 2	\$17.69
Mechanic 3	\$17.84
Mechanic 4	\$18.14
A-Operator 1	\$17.09
A-Operator 2	\$17.38
A-Operator 3	\$17.73
B-Operator 1	\$17.09
B-Operator 2	\$17.38
B-Operator 3	\$17.53
Sign Crew 1	\$16.79
Sign Crew 2	\$17.14
Sign Crew 4	\$17.51
Working Foreman	\$17.53
Engineering Technician 1	\$14.94
Engineering Technician 2	\$15.94
Engineering Technician 3	\$17.22
Engineering Technician 4	\$17.32

(New hires into any of the Engineering Technician classifications will be paid 25¢ per hour less than the rate of the classification to which assigned during a probationary period of up to six (6) months).

EXHIBIT A-2

## Job Classifications and Straight Time Hourly Wage Rates

<u>Job Classification</u>	<u>Hourly Rates Effective First Full Pay Period Commencing After July 1, 2006</u>
Truck Driver 1	\$17.28
Truck Driver 2	\$17.58
Truck Driver 3	\$17.87
Patrolman 1	\$17.52
Patrolman 2	\$17.93
Mechanic 1	\$18.10
Mechanic 2	\$18.24
Mechanic 3	\$18.39
Mechanic 4	\$18.69
A-Operator 1	\$17.64
A-Operator 2	\$17.93
A-Operator 3	\$18.28
B-Operator 1	\$17.64
B-Operator 2	\$17.93
B-Operator 3	\$18.08
Sign Crew 1	\$17.34
Sign Crew 2	\$17.69
Sign Crew 4	\$18.06
Working Foreman	\$18.08
Engineering Technician 1	\$15.49
Engineering Technician 2	\$16.49
Engineering Technician 3	\$17.77
Engineering Technician 4	\$17.87

(New hires into any of the Engineering Technician classifications will be paid 25¢ per hour less than the rate of the classification to which assigned during a probationary period of up to six (6) months).

**MEDICAL BENEFIT SUMMARY/PLAN 2****MARSHALL COUNTY**

REVISION DATE: JANUARY 1, 2002

<b>PLAN 2</b>	<b>PPO</b>	<b>NON-PPO</b>	<b>GENERAL PLAN LIMIT</b>
Deductible to be applied before benefits are paid:			Deductible applies unless noted. 4th quarter carry over provision applies.
Per Individual Per CAL YR	\$750	\$750	PPO and Non-PPO apply to each other.
Per Family Per CAL YR	\$1,500	\$1,500	PPO and Non-PPO apply to each other.
Out-of-Pocket Maximum			<b>Included:</b> CAL YR deductible and most 20%-40% co-insurance.  <b>Not Included:</b> PPO office visit co-pays, prescription drug co-pays, Non Pre-Cert penalty co-pays, excluded services, charges in excess of plan maximums, infertility related charges, and UCR reductions.
Per Individual Per CAL YR	\$1,500	\$1,500	PPO and Non-PPO apply to each other.
Per Family Per CAL YR	\$3,000	\$3,000	PPO and Non-PPO apply to each other.
Medical Plan Lifetime Maximum			\$2,000,000
Infertility Benefits Lifetime Maximum			\$15,000

Claims must be submitted within 12 months of the date they are incurred.

PLAN 2	PPO	NON-PPO	GENERAL PLAN LIMIT
Ambulance	80%	60%	
Ambulatory Surgery Center	80%	60%	
Anesthesia			
Inpatient	80%	60%	
Outpatient	80%	60%	
Birthing Centers	80%	60%	
Chemotherapy	80%	60%	
Drug and Alcohol Related Services			Visit limits combined with Mental and Nervous Related Services.
Inpatient Non-Compliance Penalty			\$500 Penalty For Non-Compliance.
Inpatient Room & Board <sup>(1)</sup>	80%	60%	Limited to semi-private room.
Inpatient Miscellaneous <sup>(1)</sup>	80%	60%	Limited to 30 days per CAL YR.
Inpatient Physician Visits	80%	60%	
Outpatient			Limited to 30 visits per CAL YR.
Office	80%	60%	
Hospital	80%	60%	
Durable Medical Equipment/Prosthetics	80%	60%	
Home Health Care Services	80%	60%	
Hospice/Respite Care			
Inpatient	80%	60%	Limited to 15 days per Lifetime.
Outpatient	80%	60%	Limited to 15 visits per Lifetime.
Hospital Benefits			
Inpatient Non-Compliance Penalty			\$500 Penalty for Non-Compliance.
Inpatient Room & Board <sup>(1)</sup>	80%	60%	Limited to semi-private room.
Inpatient Miscellaneous <sup>(1)</sup>	80%	60%	
Inpatient Physician Visits	80%	60%	
Inpatient Newborn Physician Visit	80%	60%	CAL YR Deductible waived.
Outpatient	80%	60%	
Emergency Room	80%	60%	
Emergency Room Physician Care	80%	60%	
Pre-Admission Testing	80%	60%	
Infertility	80%	60%	Limited to \$15,000 per Lifetime.
Medical Supplies	80%	60%	

<sup>(1)</sup> Hospital Pre-admission Certification is required. Emergency or urgent admissions must be certified within 2 days of admission. Please telephone the pre-certification number on your ID card.

PLAN 2	PPO	NON-PPO	GENERAL PLAN LIMIT
Mental and Nervous Related Services			Visit limits combined with Drug and Alcohol Related Services.
Inpatient Non-Compliance Penalty			\$500 Penalty For Non-Compliance.
Inpatient Room & Board <sup>(1)</sup>	80%	60%	Limited to semi-private room. Limited to 30 days per CAL YR.
Inpatient Miscellaneous <sup>(1)</sup>	80%	60%	
Inpatient Physician Visits	80%	60%	
Outpatient			Limited to 30 visits per CAL YR.
Office	80%	60%	
Hospital	80%	60%	
Occupational Therapy	80%	60%	
Organ Transplants	80%	60%	
Procurement	80%	60%	Limited to \$20,000 per Transplant.
Ambulance Transportation	80%	60%	Limited to \$10,000 per Transplant.
Physical Therapy	80%	60%	
Physician Office Services			\$15 co-pay applies for PPO services. Limited to one co-pay per visit. Deductible waived for PPO services.
Office Visits	100%	60%	
Minor Office Surgery	100%	60%	
Diagnostic X-Ray and Lab	100%	60%	
Injections	100%	60%	
Allergy Services	100%	60%	
Allergy Injections	100%	60%	
Chiropractic Care	100%	60%	
Preventive Services			\$15 co-pay applies for PPO services. Limited to one co-pay per visit. Deductible waived for PPO services.
Routine Physical	100%	60%	Limited to 1 visit per CAL YR.
Well Child Care and Immunizations	100%	60%	Limited to children ages 6 and under. CAL YR deductible waived.
Routine Mammograms	100%	100%	Limited to \$125 per CAL YR. CAL YR deductible waived.
Radiation Therapy	80%	60%	
Skilled Nursing/Extended Care Facility	80%	60%	Limited to 120 days per related illness or injury.
Speech Therapy	80%	60%	
Surgery			
Inpatient	80%	60%	
Outpatient	80%	60%	

<sup>(1)</sup> Hospital Pre-admission Certification is required. Emergency or urgent admissions must be certified within 2 days of admission. Please telephone the pre-certification number on your ID card.

## PRESCRIPTION DRUG BENEFIT SUMMARY/PLAN 2

Please refer to **PRESCRIPTION DRUG BENEFITS/EXPRESS SCRIPTS** in this Summary Plan Description for a list of local Express Scripts pharmacies.

PRESCRIPTION BENEFITS	YOU PAY <sup>(3)</sup>	LIMITATIONS
Pharmacy Network		Limited to the lesser of the prescription number of days as written or a 30-day supply.
Generic Drug	Subject to a \$10 co-pay per prescription	
Formulary Brand Name Drugs	Subject to a \$20 co-pay per prescription	
Non-Formulary Brand Name Drugs	Subject to a \$40 co-pay per prescription	
Mail Order Program <sup>(1)</sup>		Limited to a 90 day supply. <sup>(2)</sup>
Generic Drug	Subject to a \$20 co-pay per prescription	
Formulary Brand Name Drugs	Subject to a \$40 co-pay per prescription	
Non-Formulary Brand Name Drugs	Subject to a \$80 co-pay per prescription	
<p style="text-align: center;"><b>EXPRESS SCRIPTS CUSTOMER SERVICE: (888) 201-5853</b></p> <p style="text-align: center;"><b>PRESCRIPTION REFILL SERVICE: (800) 295-2956</b></p> <p>(1) This program dispenses a <b>GENERIC</b> prescription drug, if available, unless ordered by the physician. If you elect a brand name drug when a generic is available, you are required to pay the "co-pay" <u>plus</u> the cost difference, unless the physician specifies name brand only on prescription.</p> <p>(2) Some medications are limited to a 30-day supply by the Federal Drug Administration and/or Express Scripts and require a new prescription for each 30-day supply. Mail order prescriptions, for "maintenance" and "non-maintenance" medications, should be written for 90-day quantities when possible and appropriate.</p> <p>(3) Your out-of-pocket maximum for prescription drug expenses is \$1,000 per person or \$2,000 per family per CAL YR.</p>		